

ORDERED ACCORDINGLY.



1 **TIFFANY & BOSCO**
2 P.A.
3 **2525 EAST CAMELBACK ROAD**
4 **SUITE 300**
5 **PHOENIX, ARIZONA 85016**
6 **TELEPHONE: (602) 255-6000**
7 **FACSIMILE: (602) 255-0192**

Dated: September 16, 2010

A handwritten signature in black ink, appearing to read "George Nielsen".

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
State Bar No. 010167
Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

10-20800

IN THE UNITED STATES BANKRUPTCY COURT

FOR THE DISTRICT OF ARIZONA

IN RE:

No. 2:09-BK-26599-GBN

Joseph T. Rodriguez and Socorro M. Rodriguez
Debtors.

Chapter 7

CitiMortgage, Inc.
Movant,

ORDER

vs.

(Related to Docket #39)

Joseph T. Rodriguez and Socorro M. Rodriguez,
Debtors, Dale D. Ulrich, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated April 21, 2008 and recorded in the office of the
3 Maricopa County Recorder wherein CitiMortgage, Inc. is the current beneficiary and Joseph T. Rodriguez
4 and Socorro M. Rodriguez have an interest in, further described as:

5 THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF
6 MARICOPA, STATE OF ARIZONA AND IS DESCRIBED AS FOLLOWS:

7 Lot 333, DOBBINS POINT, according to the plat of record in the office of the County Recorder
8 of Maricopa County, Arizona, recorded in Book 598 of Maps, page 49.

9 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
10 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
11 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
12 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
13 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

14 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
15 to which the Debtor may convert.
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